



American Arbitration Association
Dispute Resolution Services Worldwide

Pennsylvania Labor Center

January 29, 2013

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Thomas W. Jennings, Esq.
Jennings Sigmond, PC
510 Walnut Street
16th Floor
Philadelphia, PA 19106

Diane Loebell, Esq.
City of Philadelphia
1515 Arch Street
Philadelphia, PA 19102-1595

Re: 14 390 00618 12
Fraternal Order of Police, Lodge #5
and
City of Philadelphia

Grievances: P/O Dion Kinard # [REDACTED] Suspended for 15 days without just cause

Dear Parties:

This will confirm that the above-captioned matter has been settled. Accordingly, the hearing scheduled for February 8, 2013 is cancelled and the Association's file is hereby closed.

Please be advised that it is the AAA's policy to retain closed cases for a maximum period of six (6) months after their closing date. Therefore, please take note that the above referenced physical case file will be destroyed six months from the date of this letter. In the normal course of our administration, the AAA may maintain certain documents in our electronic records system. Such electronic records are not routinely destroyed and do not constitute a complete case file.


Also, enclosed please find the Arbitrator's bill for services rendered in this matter. When paying the Arbitrator, checks should be prepared and mailed directly to the Arbitrator, not to the American Arbitration Association. Any unpaid fees still due the Association and the Arbitrator in the above-captioned matter remain fully payable. Your cooperation in this regard is greatly appreciated.

Mediation • Arbitration • Elections • Education • Training

Thank you for choosing the American Arbitration Association.

Very truly yours,

Christine Naida
Case Manager


naidac@adr.org

cc: David J. Reilly, Esq.
Mr. John R. McGrody
Mr. Rene Vargas

AMERICAN ARBITRATION ASSOCIATION

FRATERNAL ORDER OF POLICE, LODGE
NO. 5,

—and—

CITY OF PHILADELPHIA

:
:
: AAA No. 14 390 00618 12
:
: Grievant: P/O Dion Kinard
:

SETTLEMENT AGREEMENT

WHEREAS, the City of Philadelphia ("City") and the Fraternal Order of Police, Lodge No. 5 ("FOP") are parties to a collective bargaining agreement; and,

WHEREAS, Police Officer Dion Kinard ("P/O Kinard") is employed by the City and a member of the bargaining unit represented by the FOP; and,

WHEREAS, P/O Kinard was disciplined by the Philadelphia Police Department under Section 4-§002-10 and received a Fifteen (15) Day Suspension on or about February 15, 2012;

WHEREAS, Kinard and the FOP initiated a grievance, contending that the City violated the collective bargaining agreement; and,

WHEREAS, the City denies that it has, in any way, violated the collective bargaining agreement with the FOP; and,

WHEREAS, the matter has proceeded unresolved pending the above-captioned arbitration; and,

WHEREAS, the parties wish to resolve this matter without resort to further litigation;

NOW, THEREFORE, the parties agree as follows:

1. The City will reduce the Fifteen (15) day suspension of Kinard to a Three (3) day suspension.
2. The city shall compensate Kinard for 12 days pay.
3. The charge of Insubordination Section 4-§002-10 shall be expunged from Kinard's record and changed to the charge of Neglect of Duty Section 5-§011-10 which will remain on his record.
4. In consideration of the foregoing, the FOP and Kinard agree to withdraw the grievance and any demand for arbitration in this matter.

5. Nothing in this Agreement shall be construed as an admission by the City that it, in any way, violated the collective bargaining agreement.

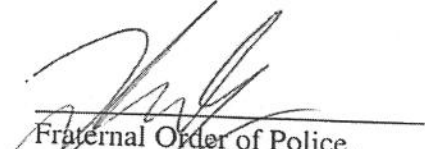
6. This Agreement is not intended in any way to set precedent or to prejudice the respective positions of the parties with respect to this matter or any other future disputes, grievances, or other legal matters. This Agreement may not be introduced, or referred to, for any purpose by either party in any subsequent administrative, judicial, or other legal proceedings. This Agreement may, however, be used in any proceeding necessary to compel enforcement of the Agreement.

7. By entering into this Agreement, all parties hereto acknowledge that they have read the Agreement, have had the opportunity to review its terms and conditions with their respective counsel, understand said terms and conditions, enter into this Agreement voluntarily, and agree to be bound hereby.


8. In further consideration of the foregoing, the FOP and Kinard, and their agents, assigns, heirs, and representatives, releases the City, its departments, officials, agents, and employees from any claims they had, have, or may have arising out of, or are related to, the subject matter of the grievance.

9. By entering into this Agreement and in exchange for the promises made herein, Kinard, for himself, his agents, legal representatives, assigns, heirs, legatees, administrators, personal representatives and executors voluntarily and of their own free will agree to and hereby do forever release, discharge and hold harmless the FOP, its present or past divisions, affiliates, partners, contracting parties, predecessors, successors or assigns and their respective current and former trustees, directors, officers, employees, contractors, members, attorneys and agents of each of them, and any of their successors or assigns, from any and all claims, demands, actions, liabilities and other claims for relief and/or remuneration whatsoever, whether known or unknown, arising from or which could have arisen from the FOP's representation of Kinard in connection with the Grievance described above.

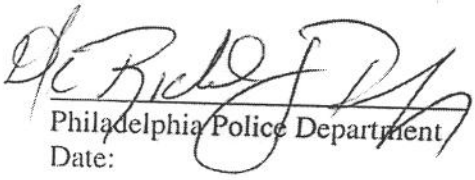
WHEREFORE, the FOP, the City, and Kinard, intending to be legally bound by this Agreement, enter into this Agreement this _____ day of January, 2013, as evidenced by their signatures and/or the signatures of their representatives below.


Fraternal Order of Police,
Lodge No. 5

Date: 2-12-13


P/O Dion Kinard

Date: 2-4-2013


Philadelphia Police Department
Date: